

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Richmond, California

EMPLOYMENT AGREEMENT BETWEEN THE GOVERNING BOARD OF THE WEST
CONTRA COSTA UNIFIED SCHOOL DISTRICT

AND

DR. PETER "TONY" WOLD, ASSOCIATE SUPERINTENDENT
OF BUSINESS AND OPERATIONS

I. PARTIES

This agreement (hereafter referred to as either "Agreement" or "Contract") is made and entered into this 18TH day of July 2019 between the Governing Board of the West Contra Costa Unified School District, hereinafter referred to as "Board," and Dr. Peter "Tony" Wold, hereinafter referred to as "Associate Superintendent."

II. TERM OF AGREEMENT

The term of this Agreement shall commence August 1, 2019, and shall terminate June 30, 2022, unless terminated earlier pursuant to provisions set forth in this Agreement. Upon receipt of a satisfactory evaluation (as set forth in section III of this Agreement) during the 2019-20, 2020-21, and 2021-22 school years, the Superintendent shall recommend to the Governing Board at its next regular meeting that Associate Superintendent's Contract be extended by one additional year. In the event that the Superintendent does not intend to recommend the renewal of the Associate Superintendent's contract, the Superintendent shall notify the Associate Superintendent in writing of such intent no later than January 15 of the last full year of the contract.

III. EVALUATION

The Associate Superintendent shall be evaluated annually by the Superintendent in accordance with Board policy or practice of the West Contra Costa Unified School District ("District"). Evaluations shall be based on the achievement of mutually agreed upon performance goals for the year in question and meeting the expectations of the position description. Such goals shall be established after the Governing Board has addressed District goals, typically in the fall of each year, but not later than November 1 of each year of this Agreement. The annual evaluation is to be completed by June 30.

Written recommendations for strengthened performance will be provided by the Superintendent. In the event the Superintendent determines that the performance of the Associate Superintendent is unsatisfactory in any respect, the Superintendent shall describe in writing the unsatisfactory performance, and indicate what must be accomplished for performance to be deemed satisfactory. The Associate Superintendent may prepare a written response to the evaluation which shall be attached to the evaluation and placed in the personnel file within ten (10) days of receipt of Superintendent's written description of the unsatisfactory performance.

IV. COMPENSATION

The salary of the Associate Superintendent shall be Two Hundred Fifteen Thousand Five Hundred Seventy and 28/100 Dollars (\$215,570.28) for the 2019-20 school year. This shall equate to a per diem amount of Nine Hundred Fifty-Eight and 09/100 Dollars (\$958.09). The annual compensation shall be adjusted downward on this per diem basis for each day less than 225 days worked.

The salary of the Associate Superintendent shall be Two Hundred Nineteen Thousand Eight Hundred Eighty-One and 68/100 Dollars (\$219,881.68) for the 2020-21 school year. This shall equate to a per diem amount of Nine Hundred Seventy-Seven and 25/100 Dollars (\$977.25). The annual compensation shall be adjusted downward on this per diem basis for each day less than 225 days worked.

The salary of the Associate Superintendent shall be payable in eleven (11) approximately equal monthly payments payable on the last day of each calendar month for the 2019-20 school year, less all applicable deductions and withholdings required by law or authorized by Superintendent. The salary of the Associate Superintendent in each full school year thereafter shall be payable in twelve (12) approximately equal monthly payments payable on the last day of each calendar month, less all applicable deductions and withholdings required by law or authorized by the Superintendent.

The Associate Superintendent shall receive per month Health Benefits that management employee receives based on the 2019 published Health Care rate for the District (attached) which is subject to change annually.

The Associate Superintendent shall receive a one-time relocation bonus of \$3,000.00 payable on September 30, 2019.

The Associate Superintendent shall receive 19 vacation days for the 2019-2020 school year.

The Associate Superintendent shall receive 20 vacation days per year beginning with the 2020-2021 school year. In accordance with District policy, the Associate Superintendent may not accrue over 40 days of total vacation.

V. TERMINATION OF AGREEMENT DURING THE TERM

This Agreement may be terminated at any time before the Ending Date by any of the following means:

A. By mutual written agreement of the parties this Agreement may be terminated at any time, provided that the party seeking such termination shall give no less than forty-five (45 days) written notice to the other party. ; or

- B. By resignation, with Associate Superintendent providing the Board at least ninety (90) days advance written notice, unless the parties agree otherwise; or
- C. By the Board, in its sole discretion and without cause or hearing, upon the written notice to the Associate Superintendent of its decision to exercise this provision. This Board shall have the option to terminate this Agreement at any time during the term of this Agreement. If the Board elects this option to terminate the Agreement without cause, as consideration for the exercise of this right, it shall pay the Associate Superintendent either: (1) the salary under the remaining term of the Agreement or (2) a maximum of twelve months salary, whichever is less, minus any employment or retirement income received by the Associate Superintendent as set forth below. For purposes of this section, "salary" means the last earned base salary of the Associate Superintendent and excludes vacation accrual, benefits, and prerequisites. This payment of salary as severance pay is the sole and exclusive remedy for the Associate Superintendent for contractual claims regarding the termination of this Agreement before the Ending Date. Payments shall be made on a monthly basis. However, upon termination without cause, the Associate Superintendent shall be obligated to immediately and actively seek other comparable employment or retire with CalSTRS or CalPERS; or

C) For cause. Nothing in the preceding paragraph (V(B)) shall be construed as to prevent the Board from terminating this Agreement for cause. The Board may terminate the Associate Superintendent for: (1) breach of this Agreement; (2) unsatisfactory performance as established by a written evaluation; (3) refusal to act in accordance with a specific provision of this Agreement or a lawful directive of a majority of the Board; (4) misconduct or dishonest behavior with regard to the Associate Superintendent's employment; (5) conviction of a crime involving dishonesty, breach of trust, or physical harm to any person; (6) any reason specified in the Education Code; or (7) acts done in bad faith resulting in detriment to the District.

Notwithstanding Labor Code section 2924, the parties agree that the determination of cause shall be based on the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with the Associate Superintendent and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes supports termination. If the Associate Superintendent disputes the charges, the Associate Superintendent shall then be entitled to a conference before the Board in closed session. The Associate Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Associate Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Associate Superintendent believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all materials presented, decides to terminate this Agreement, it shall provide the Associate Superintendent with a written decision. The decision of the Board shall be final. The

Associate Superintendent's conference before the Board shall be deemed to satisfy the Associate Superintendent's entitlement to due process of law and shall be the Associate Superintendent's exclusive right to any conference or hearing otherwise required by law.

- D. For Inappropriate Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Associate Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Associate Superintendent and the Associate Superintendent shall not be entitled to any salary payments, health benefits or other non-cash benefits as set forth above. If the Associate Superintendent elects to contest the Board's determination in this regard, the Associate Superintendent may request a hearing before an administrative law judge who shall determine the whether there is sufficient evidence to terminate this Agreement based upon inappropriate fiscal practices in accordance with the requirements of Government Code section 53260(b).

- VI. **ABUSE OF OFFICE PROVISION.** In accordance with Government Code sections 53243, et seq., and as a separate contractual obligation, if the Associate Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Associate Superintendent if the Associate Superintendent is convicted of a crime involving an abuse of office or the position of Associate Superintendent. In addition, if the District funds the criminal defense of the Associate Superintendent against charges involving abuse of office or position and the Associate Superintendent is then convicted of such charges, the Associate Superintendent shall fully reimburse the District all funds expended for the Associate Superintendent's criminal defense.

- VII. **DISPUTE RESOLUTION.** In the event of a bona fide dispute as to breach of this Agreement, the Parties agree as follows:

A) The District and Associate Superintendent agree to attempt to amicably resolve all disagreements or disputes that may arise out of the application or interpretation of this Agreement. In the event the parties are unable to amicably resolve a disagreement between them through good faith efforts, the Parties shall participate in mediation prior to submitting the matter to arbitration.

B) No civil action concerning any dispute arising under this Agreement shall be instituted before any court. All disputes under this Agreement shall be submitted to final and binding arbitration.

C) The formal arbitration will be conducted with the employment arbitration rules of Judicial Arbitration and Mediation Services ("JAMS") before a single arbitrator. All costs of the arbitration shall be divided equally between the parties. The arbitrator's award resulting from the arbitration shall be final and binding and may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly. Arbitration shall be conducted

at the JAMS office which is closest to the principal administrative office of the District, unless the parties agree to an alternative location or arbitration service.

VIII. SEVERABILITY/SAVINGS PROVISIONS

If any term or provision of the Agreement shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, that term or provision shall be omitted, but the remaining terms or provisions of this Agreement shall continue in effect.

IX. APPLICABLE LAW

A) This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. This Agreement is subject to all applicable laws of the state of California, and to the lawful rules and regulations of the California State Board of Education, and to the applicable policies, rules and regulations of the Board. Said laws, rules, regulations and policies, not inconsistent with the provisions of this Agreement, are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

X. INTEGRATION

This Agreement constitutes the sole understanding of the parties and supersedes all prior agreements written or oral. This Agreement shall be amended only by a written amendment executed by both Parties that specifically refers to this Agreement. The Associate Superintendent agrees that he will not rely on any oral or implied Agreement which purports to alter, amend, or expand the terms of this Agreement.

XI. ADDITIONAL TERMS

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A) The Associate Superintendent accepts employment for the term and at the compensation above stated and agrees to perform the duties of Associate Superintendent of the District, whether such duties are imposed by law, required by the Board of Education or the Superintendent.

B) The Associate Superintendent shall maintain valid and appropriate credential(s) and meet appropriate State requirements to act as the Associate Superintendent for the District. Failure to maintain appropriate credentialing will result in an immediate termination of this Agreement.

C) The Associate Superintendent further agrees to devote his full time, skill, labor, and attention to said employment during the term of this Agreement, provided, however, that the Associate Superintendent, with the prior written consent of the Superintendent, may undertake consultant work, speaking engagements, writing, lecturing,

or other professional duties and obligations which the Superintendent determines do not interfere with the performance of his duties in the District.

D) Pursuant to the direction of the Superintendent and in accordance with Board Policy, Administrative Regulations, and the education laws of the State of California, the Associate Superintendent shall effectively manage and direct that division to which he is assigned by the Superintendent.

E) The work year for the Associate Superintendent shall consist of 225 days of regular service. The Associate Superintendent shall devote his full time to the performance of his duties. Associate Superintendent shall be entitled to all leaves of absence such as illness, bereavement, and personal necessity in accordance with the rules and law governing such leaves. In the event such rules and laws change during the term of this Agreement, the amendments may be incorporated herein at the Board's discretion, upon written notice to the Associate Superintendent. The Associate Superintendent shall be entitled to twelve (12) sick days per year provided by the District. Accrued and unused sick leave shall be accumulated from year to year without limitation as to amount and shall not be compensable upon separation from employment. The Associate Superintendent is not required to work on school holidays.

F) The District shall provide the Associate Superintendent with a calendar indicating the days he will work. The work calendar shall be updated as necessary. The Associate Superintendent will be responsible to notify the District of any changes in his work schedule in a timely and reasonable manner, preferably on the date the Associate Superintendent becomes aware of the need to change his schedule. The Superintendent shall be notified of any and all proposed changes to the Associate Superintendent's schedule by the date the change occurs. The Associate Superintendent shall notify the Superintendent or his designee of all significant matters which will require attention during the Associate Superintendent's absence. Medical leaves of absence require documentation from the Associate Superintendent's health care provider.

G) The District shall pay ACSA dues or a maximum of 1% of prior year's salary towards dues to two other professional organizations.

H) The terms of this Agreement may be changed only by mutual agreement of the parties hereto, which agreement shall be reduced to writing and signed by both the Superintendent and the Associate Superintendent and ratified by the Governing Board.

I) The District makes no representations or warranties with respect to the tax or retirement consequences of this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature as a result of this Agreement including, but not limited to, retiree health benefits, life insurance, or other benefits provided to Superintendent or any designated beneficiary, heirs, administrators, executors, successors or assigns of Superintendent. Associate Superintendent shall assume sole liability for all state and federal tax consequences and all retirement consequences of any nature occurring

at any time. Associate Superintendent agrees to defend, indemnify, and hold the District harmless from all such tax and retirement consequences. Associate Superintendent further declares that, prior to signing this Agreement, Associate Superintendent had the opportunity to be apprised of relevant data and to receive independent advice and counsel regarding the state and federal tax consequences and the retirement consequences of this Agreement.

IN WITNESS THEREOF, the District has caused its corporate name to be signed by the President and Vice President of the Board of Education of the District and the signature of the Associate Superintendent.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

President of the Board of Education

Date

Secretary of the Board of Education

Date

Dr. Peter Wold
Associate Superintendent

Date

